

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Andrew D. Flockhart	06/15/2011
Joylee Kohler	06/15/2011
Robert C. Steiner	06/15/2011
RECEIVING PARTY DATA	
Name:	Avaya Inc.
Street Address:	211 Mount Airy Road
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13163669
CORRESPONDENCE DATA	
Fax Number: (303)863-0223 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 3038639700 Email: lfrankel@sheridanross.com Correspondent Name: Sheridan Ross P.C. Address Line 1: 1560 Broadway Address Line 2: Suite 1200 Address Line 4: Denver, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	4366RWB-26
NAME OF SUBMITTER:	Matthew R. Ellsworth
Total Attachments: 2 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif	

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PATENT
REEL: 026519 FRAME: 0828

Worldwide Assignment

WHEREAS, I/We, Andrew D. Flockhart of 1062 E. 133 Way, Thornton, CO 80241, Joylee Kohler of 1585 Claire Lane, Northglenn, CO 80234, and Robert C. Steiner of 1335 Marble Court, Broomfield, CO 80020, have made an invention entitled **"GOAL-BASED ESTIMATED WAIT TIME"** for which an application for a patent of the United States on June 17, 2011, under Application No. 13/163,669 has been filed, or is filed concurrently herewith, and

WHEREAS, Avaya Inc., a corporation or other business entity duly registered in the State/Country of Delaware, whose postal address is 211 Mount Airy Road, Basking Ridge, New Jersey 07920, or its affiliates ("ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the invention, the application, and any patents to be granted for the invention in the United States and in all foreign countries;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We have sold, assigned, transferred, and conveyed, and do hereby sell, assign, transfer, and convey unto ASSIGNEE, its successors, legal representatives, and assigns: (a) the entire right, title, and interest in and to the inventions covered by the application, the application, all applications claiming benefit of the application, including, but not limited to, all divisions and continuations of the application, and all patents that may be granted thereon in and throughout the United States and in all foreign countries, including without limitation utility models, design patents, certificates of invention and equivalent rights worldwide, and all reissues and reexaminations thereof; (b) all rights arising under or pursuant to any and all international agreements, treaties or laws, including the right to file applications for patents, design patents, utility models, certificates of invention or other governmental grants and equivalent rights worldwide, and to claim the same priority rights, under the patent laws of the United States, the applicable laws of the country in which any such application is filed, the International Convention for the Protection of Industrial Property and any other international union, convention, agreement and treaty; (c) all rights in and to causes of action and enforcement rights for the inventions and any resulting patents, including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement of the inventions and resulting patents, and to hold for ASSIGNEE'S sole use and benefit all recoveries, rights, and benefits arising from all such suits;

AND I/We authorize and request the Director of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property to issue the same for the inventions to ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this Assignment;

AND I/We covenant and agree that I/We have the full right to convey the entire right, title, and interest herein assigned and that I/We have not executed and will not execute any assignment or other instrument in conflict with this Assignment;

AND I/We further covenant and agree that upon request by ASSIGNEE, its successors, legal representatives, and assigns, and without further consideration, I/We (or my executors or administrators) will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce patent protection for the inventions in the United States and in all foreign countries, including, but not limited to, communicate with ASSIGNEE, its successors, legal representatives, and assigns any facts known to I/We regarding the inventions, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and execute and deliver all papers that may be necessary or desirable to record and perfect the interest and title to the inventions in ASSIGNEE, its successors, legal representatives, and assigns, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and assigns;

AND I/We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number and Filing Date into this Assignment, if none is indicated on the date of my execution of this agreement.

IN WITNESS WHEREOF, I/We have executed this Assignment on the date indicated below.

Signature: Andrew D Flockhart
Date: 6/15/11
Full Name: Andrew D. Flockhart
Address: 1062 E. 133 Way
Thornton, CO 80241
U.S.

Signature: Joylee Kohler
Date: 6/15/11
Full Name: Joylee Kohler
Address: 1585 Claire Lane
Northglenn, CO 80234
U.S.

Signature: Robert C Steiner
Date: 6/15/2011
Full Name: Robert C. Steiner
Address: 1335 Marble Court
Broomfield, CO 80020
U.S.